

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

SUPERIOR COURT DEPT.

CIVIL ACTION

DOCKET NO. 04-1741 /

\*\*\*\*\*

SHONNETT SISCO,

Plaintiff,

v.

GOODWIN PROCTER, LLP,

Defendant.

\*\*\*\*\*

**COMPLAINT**

RECEIVED  
CIVIL RIGHTS DIV.  
2004 OCT 29 PM 1:35  
MICHAEL JOSEPH DUFFY  
CLERK OF COURT

**Introduction**

This is an action for compensation, damages, punitive damages and a judgment in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law.

151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615

(a)(1). The defendant, Goodwin Procter LLP (the "Company") has refused to reimburse the amount of \$553.62, which is alleged as follows:

**The Parties**

1. The plaintiff, Shonnett Sisco resides at 26 Brookview Street, Dorchester, Massachusetts in Suffolk County and has been employed with the defendant since November 1998.

2. The defendant, Goodwin Procter LLP is a law firm with its principle place of business at Exchange Place, Boston, Massachusetts in Suffolk County.

**Jurisdiction and Venue**

3. This Court has jurisdiction under Mass. Gen. L. Ch. 233A §2.
4. Venue is proper because the alleged unlawful practice occurred in Suffolk County.

**Factual Allegations**

5. On or about November 21, 2001, I signed an agreement that authorized the Company to withhold a portion of my *earned income* and deposit it into a dependent care account (flexible spending account) for the year 2002.
6. On or about September 10, 2002 I sustained an injury for carpal tunnel syndrome, that required a FMLA leave of absence.
7. On or about October 29, 2002, I discovered that the Company made an *alleged* error regarding my workers' compensation benefits for the previous year (August 2001). After I informed the Company of this incident I was reimbursed \$870.35 shortly thereafter. This "alleged" error was made because of my race, which is black. My birth certificate is attached as Exhibit A. It is also in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1).
8. On or about October 31, 2002, I requested an internal investigation regarding my discovery of October 29, 2002 through the Company's Equal Employment Opportunity Committee. My request was denied shortly thereafter and I asked for reconsideration of this decision. This decision was in retaliation for complaining and because of my race.
9. On or about November 20, 2002 I asked Mary Cuthbert to cancel my deductions for my dependent care account for the remainder of the year 2002, but several deductions were made after my request. (*See Exhibit F*). The e-mail is attached as Exhibit B. Prior

to this incident. I complained to the Company regarding Ms. Cuthbert, but my complaints were ignored. My request was ignored because of my race and in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5).

10. On or about November 21, 2002 the Company issued me a short-term disability check for my illness while the Hartford Insurance Company continued to contest the workers' compensation claim. The check, which is attached as Exhibit C, was minus my previously agreed pre-tax deductions.

11. On about December 3, 2002 I was reminded that the balance of my dependent care account (flexible spending account (\$1,570.72)) would be forfeited, unless I provided the appropriate child care receipts as per the previously signed agreement. The e-mail is attached as Exhibit D.

12. On or about December 27, 2002 after disputing a deduction of one days' pay, I was informed of an "alleged" mistake regarding my sick days. The e-mail is attached as Exhibit E. This "alleged" mistake is in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1).

13. On or about December 27, 2002 I received a pay check that showed the total amounts that I deposited to and received from my dependent care account, which is attached as Exhibit F.

14. On or about December 31, 2002 I submitted a claim form for my dependent care account for \$632.50, which is attached as Exhibit G. This submission left a balance in my dependent care account of \$553.62.

15. On or about January 9, 2003 I signed an Agreement to Pay Compensation

regarding my 2002 workers' compensation claim, which was signed by Judge Purcell on January 30, 2003.

16. On or about February 27, 2003 the Payroll Manager, Jean Duguay sent an e-mail to a co-worker regarding clarification of my tax impact regarding deductions, which is attached as Exhibit H. The last paragraph is evidence of inaccuracies regarding the reversal of *all* pre-tax deductions.

17. On or about March 16, 2003 the Company informed me that they would not reconsider my request for an internal investigation regarding my allegations of racial discrimination of the distribution of my workers' compensation benefits. The memorandum is attached as Exhibit I. This is in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1).

18. On or about March 17, 2003 the Company entered into another agreement regarding my workers' compensation pay and the issuance of a revised W-2 ( a W-2c), which is attached as Exhibit J. On the last page, which is entitled "Analysis of Reversing Shonnett Sisco's Short Term Disability Payment for 2002" the Company agreed to *reverse the pre-taxed deductions* of Box 10 and 12 that were associated with the short-term disability check. During the disability period I had pre-tax deductions of \$961.50, which were previously deposited into my dependent care account (flexible spending account). The change was reflected on my W-2c, which is attached as Exhibit K regarding the dependent care account (flexible spending account), but failed to make the same change to the actual account which had a balance of \$553.62 prior to the forfeiture date of January 31, 2003. This is retaliatory racial harassment in violation of Title VII of

the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1).

19. The Company became aware that I was aggrieved of this loss of compensation/benefit during proceedings and correspondence submitted to the Equal Employment Opportunity Commission (the "EEOC") and the Massachusetts Commission Against Discrimination (the "MCAD") in September 2003 and at a meeting in 2004. The attorney whom handled my workers' compensation claim for 2002, James W. Nagle, P.C., also assisted with the proceedings at the EEOC and MCAD. Mr. Nagle is a Partner for the defendant and has extensive experience regarding labor and employment law. The failure to investigate and resolve this issue is racial harassment that is in retaliation for participating in state and federal proceedings. It is in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1).

20. On or about September 25, 2003 I obtained a document that summarized my 2002 dependent care account (flexible spending account). The document is attached hereto as Exhibit L. On the attached exhibit, the Year to Date ("YTD") figure is incorrect. The correct YTD amount credited to my account is \$3,653.70 as per my W-2c and not \$4,061.58 as indicated on the attached sheet. Although I originally elected the Company to withhold \$4,999.80 from my salary for 2002, due to my workers' compensation leave of absence \$3,653.70 was declared earned income regarding the account. I received \$4,061.58 from my account as indicated on the attached sheet. This figure is over the full balance the defendant reported to the IRS by \$407.88. This amount (\$407.88) when added to the *alleged* forfeiture amount of \$553.62 totals \$961.50. The same amount

(\$961.50) is the total the defendant agreed to reverse, as it was originally placed in my dependent care account (flexible spending account) and eventually declared workers' compensation, which is not income.

21. On or about December 17, 2003 I received an e-mail regarding another "alleged" error of my pay, which is attached hereto as Exhibit M. In my response, I specifically requested that care be given to ensure that this ongoing problem ceased. This is racial harassment that is in retaliation for complaining, which is violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1).

22. On or about March 4, 2004 I attended a hearing regarding my EEOC and MCAD complaints of racial discrimination and retaliation. The defendant's former Human Resource Director, Julie Hackett attended this hearing, as well as Mr. Nagle. During the meeting I verbally expressed that the defendant illegally retained \$553.62 of my compensation that should be returned to me. The refusal to resolve the matter is in racial harassment that is retaliatory for participating in state and federal proceedings. It is in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1).

23. On July 31, 2004 I received letters from the EEOC granting the right to sue, which is attached as Exhibit N.

24. The IRS defines forfeitures of dependent care accounts (flexible spending accounts) as "*amounts credited to your dependent care benefit account (flexible spending account) and included in the amount shown in box 10 of your W-2, but not received*

*because you did not incur the expense.*” As per their definition of forfeiture, I didn’t incur a loss regarding my account. I received the amount the defendant reported to the IRS of \$3,653.70. My year-end pay stub is attached as Exhibit F. The IRS also states “your employer **must** give you a Form W-2 (or similar statement), showing in box 10 the *total* amount of dependent care benefits provided to you during the year under a qualified plan and it specifically states that earned income does not include workers’ compensation.

### Conclusion

25. I was subjected to adverse treatment and a hostile work environment, which was ongoing. Therefore the continued violation theory should be applied regarding this matter. It was retaliatory and because of my race, which resulted in a tangible employment action (loss of \$553.62). I received less favorable treatment than a similarly situated employee (Andrea Riahi), whom is white. This is in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1). The Company cannot claim an affirmative defense, as this action was at the hands of alter ego employees. *See Burlington Industries, Inc. v. Ellerth*, 118 S. Ct. 2257 (1998), and *Faragher v. City of Boca Raton*, 118 S. Ct. 2275 (1998). The defendants should’ve previously investigated and obtained factual knowledge of the *alleged* forfeiture amount set forth above for the EEOC and MCAD proceedings. The Company knew or should have known that it is against the law to forfeit a portion of my workers’ compensation money based on a prior agreement (See Mass. Gen. L. ch. 152 §46. The Company has acted with egregiousness and reckless disregard concerning my loss of \$553.62. The Company has refused to deal with me in good faith and has displayed a pattern of retaliatory racial harassment for my

participation in the EEOC and MCAD proceedings and because of my race. This resulted in the failure to properly reverse my dependent care account (flexible spending account) or reimburse the amount owed of \$553.62. Thus creating a hostile work environment.

26. The Company signed an agreement, which should be enforced according to Mass. Gen. L. Ch. 152, §19(1). The defendant's refusal to honor this agreement is a breach of contract. Prior to the allegations set forth herein, I complained to the defendant regarding the distribution of benefits. The Company refused to investigate my allegations of racial discrimination, or monitor its employees regarding the distribution of benefits and compensation. This resulted in a second incident and created a racially motivated, hostile work environment, as I was subjected to discrimination in the terms and conditions of employment. This is an intentional act and a clear violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1).

27. As a result of the Company's failure to act, I have suffered a loss of compensation, loss of enjoyment of my life, loss of sleep and a hostile work environment, which was racially motivated.



28. **WHEREFORE**, plaintiff demands a trial by Jury and that the Court grant the following relief in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1):
- a. Compensation in the amount of \$553.62;
  - b. Interest;
  - c. Punitive damages, in an amount to be determined at trial but, in excess of \$275,000.00;
  - d. Costs; and
  - e. Whatever equitable relief the Court deems necessary to protect the rights granted by Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1)..

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

DATE 10/29/04  
I HEREBY ATTEST AND CERTIFY ON  
DEC. 14, 2004, THAT THE  
FOREGOING DOCUMENT IS A FULL,  
TRUE AND CORRECT COPY OF THE  
ORIGINAL ON FILE IN MY OFFICE,  
AND IN MY LEGAL CUSTODY.

MICHAEL JOSEPH DONOGAN  
CLERK / MAGISTRATE  
SUFFOLK SUPERIOR COURT  
DEPARTMENT OF THE CLERK  
BY: Lorraine A. Antosca  
ASSISTANT CLERK.

Shonnett Sisco  
Shonnett Sisco - PRO SE  
26 Brookview Street  
Dorchester, Massachusetts 02124  
(617) 822-6932



# REGISTRY DIVISION, CITY OF BOSTON

COUNTY OF SUFFOLK, COMMONWEALTH OF MASSACHUSETTS, UNITED STATES OF AMERICA

Certificate No. 062803

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CERTIFIED COPY OF RECORD OF **BIRTH** IN OFFICE OF THE CITY REGISTRAR

II

I, the undersigned, hereby certify that I hold the office of City Registrar of the City of Boston, and have the custody of the Records of Births, Marriages and Deaths required by law to be kept in said City; and I certify that the following facts appear on said Records:

No. 14354 Date of Birth August 9, 1964 Name of Child Shennett Lince

SEX <u>Female</u>	COLOR <u>Gr</u>	NAME, SURNAMES AND BIRTHPLACE OF FATHER <u>Oliver Lince</u>	NAME, MAIDEN NAME AND BIRTHPLACE OF MOTHER <u>Alberta Green</u>
PLACE OF BIRTH <u>Boston</u>		RESIDENCE OF PARENTS <u>Boston</u>	
OCCUPATION OF PARENT <u>ma</u>		NAME AND ADDRESS OF INFORMANT <u>ma</u>	
DATE OF RECORD <u>August 19, 1964</u>		<u>J. Sacchetti</u>	

I further certify that by annexation, the Records of the following-named cities and towns are in the custody of the City Registrar of Boston:—

ANNEXED		ANNEXED
East Boston.....	1837	Charlestown.....
South Boston.....	1804	Brighton.....
Roxbury.....	1868	West Roxbury.....
Dorchester.....	1870	Hyde Park.....
		1912

WITNESS my hand and the SEAL of the CITY REGISTRAR  
on this 25 day of OCT 25 2001 A. D.  
Frederick A. McLeary

By Chapter 314 of the Acts of 1892, "the certificates or attestations of either Assistant City Registrar shall have the same force and effect as that of the City Registrar."

City Registrar

B

**Cuthbert, Mary V**

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**From:** Sisco, Shonnett  
**Sent:** Wednesday, November 20, 2002 11:27 AM  
**To:** Cuthbert, Mary V  
**Subject:** Dependent Care Expense Account

Mary,

As per our conversation today, please cancel my dependent care expense account effective November 18, 2002. I will submit a new form for 2003. Also, may I have a copy of the payroll information that we went over today. Thank you for your assistance.

## GOODWIN | PROCTER LLP

Exchange Place  
Boston, MA 02109CHECK NO. 2837  
CHECK DATE: 11/21/2002  
PERIOD ENDING: 11/21/2002  
PAY FREQUENCY: Bi-weeklySisco, Shonnett  
81 Fuller Street

Dorchester, MA 02124

ID NUMBER: 05205  
BASE RATE: 1,776.92  
SSN: 010-58-4527STATUS  
FED: Single  
ST1: H  
ST2:EXEMPT  
12  
6TAX ADJUSTMENTS  
FED:  
DI/UC:  
LOCAL:

ST:

STATE AND LOCAL CODES  
PRI: MA LOC1: LOC3:  
SEC: LOC2: LOC4:  
LOC5:

## IMPORTANT MESSAGE

## HOURS AND EARNINGS

DESCRIPTION	CURRENT	
	HOURS/UNITS	EARNINGS
STD	245.0	4,796.82
SICK	-7.0	-177.66
VACATION	-20.16	-511.66

TOTAL H/E 217.84 4,107.50

## PRE-TAX ITEMS

401K	-410.75
DELTA DENTAL	-45.17
BRPPO	-115.70
HILINCR EXP	-104.60
DEP CARE	-769.20

TOTAL PRE-TAX -1,445.42

## TAXES AND DEDUCTIONS

DESCRIPTION	CURRENT	
	AMOUNT	
SOC SEC	190.52	
MEDICARE	44.56	
FED INC	181.43	
PRI-STATE	120.50	

TOTAL 537.01

## AFTER-TAX DEDUCTIONS

VOLUNTARY LIFE	8.68
DEP CARE REIM	-387.50
LOAN1	264.24

TOTAL PER DED -94.58

## SPECIAL INFORMATION

	EARNINGS	PRETAX	FIT TAXABLE	LESS TAXES	LESS DEDS	EQ NET PAY
CURRENT	4,107.50	-1,445.42	2,662.08	537.01	-94.58	2,219.65

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

GOODWIN | PROCTER LLP

Exchange Place  
Boston, MA 02109

5-7017/2110

CITIZENS BANK  
Massachusetts

DOC NO

2837

11/21/2002

PAY

TWO THOUSAND TWO HUNDRED NINETEEN AND 65/100 DOLLARS

TO THE  
ORDER OFSisco, Shonnett  
81 Fuller Street

Dorchester, MA 02124

\*\*\*\*\*2,219.65

  
 AUTHORIZED SIGNATURE

002837 12110701751 1107823207

**Sisco, Shonnett**

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**From:** Fuller, Kristen A  
**Sent:** Tuesday, December 03, 2002 3:27 PM  
**To:** Sisco, Shonnett  
**Subject:** Dependent Care Flexible Spending Account Balance Statement

Flexible Spending Accounts  
Statement of Account Balance as of  
December 1, 2002

The following is a status of your Dependent Care Flexible Spending Account as of December 1, 2002, (this includes all expenses you submitted as of this date):

**Dependent Care Reimbursement Plan**

Annual Election:	\$4999.80
YTD Deductions:	\$4422.90
YTD Reimbursements:	\$3429.08
YTD Expenses Submitted:	\$3429.08
Expenses to be Submitted:	\$1570.72
Balance in Account:	\$1570.72

Expenses up to your Annual Election for 2002 must be submitted before January 31, 2003, in order to be reimbursed.  
**Any balance remaining the account after January 31, 2003, will be forfeited.**

If you have any questions, please do not hesitate to contact Mary Cuthbert at extension 8303.

Thank you.

Sisco, Shonnett

---

E

From: Hackett, Julie A  
Sent: Friday, December 27, 2002 4:35 PM  
To: Sisco, Shonnett

**C2C AOneService Folder Entry ID:**

000000001A447390AA6611CD9BC800AA002FC45A03005CD838DB2056A5468FC4DD429  
D9626C0000002FFE9D30000

**C2C AOneService Message Entry ID:**

000000001A447390AA6611CD9BC800AA002FC45A09005CD838DB2056A5468FC4DD429  
D9626C0000002FFE9D300005CD838DB2056A5468FC4DD429D9626C0000003001814000  
0

**C2C AOneService Message Store ID:**

0000000038A1BB1005E5101AA1BB08002B2A56C20000454D534D44422E444C4C0000000  
0000000001C830210AA6611CD9BC800AA002FC45A0B000000424F534D5347303300

Hi Shonnett,

I have recently reviewed your attendance record for 2002. We recorded your absence from work on February 25, April 19, May 2, May 24, July 2 and July 3. Therefore, when you were absent on August 12, we did not pay you as we believed that you had exceeded the 6 days allowed under our policy.

We have researched this and discovered that May 2 was erroneously recorded as a sick day.

I had a check prepared, and stopped by Jan Mitchell's desk to give the check to you. As you were not around, I have forwarded the check to your floater mailbox.

If you have any questions, please give me a call at x1550.

Thank you.

F

GOODWIN PROCTER LLP				CHECK NO: 032842	
EXCHANGE PLACE BOSTON, MA 02109				CHECK DATE: 12/27/02	
				PERIOD ENDING: 12/28/02	
				PAY FREQUENCY: BIWEEKLY	
SHONNETT SISCO 81 FULLER STREET DORCHESTER, MA 02124		ID NUMBER: 1010105205 BASE RATE: 1776.92 SSN: 010-58-4527	FED: SINGLE ST1: HEAD ST2:	STATUS EXEMPT 12 06	
		TAX ADJUSTMENTS FED: DI/UC: LOCAL:		STATE AND LOCAL CODES ST: PRI: MA LOC1: LOC3: SEC: LOC2: LOC4: LOC5:	
<b>IMPORTANT MESSAGE</b>					
REMINDER! IF YOU ARE A FULL TIME EMPLOYEE DID YOU SELECT YOUR ADVANCE OPTION? OVERTIME SLIPS FOR ALL EMPLOYEES MUST BE UP-TO-DATE BY THE LAST PAYROLL IN NOVEMBER.					
HOURS AND EARNINGS				TAXES AND DEDUCTIONS	
DESCRIPTION	CURRENT HOURS/UNITS EARNINGS	Y-T-D HOURS/UNITS EARNINGS	DESCRIPTION	CURRENT AMOUNT	Y-T-D AMOUNT
REGULAR	1776.92	1365.00	36597.11	SO SEC TAX	96.02
STD		245.00	4796.82	MEDICARE TAX	22.46
VACATION		20.16	511.66	FED INC TAX	832.04
SICK		7.00	177.66	PRI-STATE TAX	53.00
ANNUAL BONUS			800.00		
IT ON CALL			100.00		
T&B INCENTIVE			75.00		
TOTAL H/E			1776.92	1582.84	41679.61
PRE-TAX ITEMS					
401K PLAN	177.69		4341.89		
PRTX BL CR EL	63.50		1512.70		
DELTA DENTAL	24.96		594.29		
DPCAR	96.15		4615.20		
HLTHCR EXP	26.15		679.90		
PTX MBTA	17.50		350.00		
TOTAL PRE-TAX			405.95		12093.98
TOTAL			1370.97	1582.84	29585.63
GROSS			1370.97	171.48	236.77
EARNINGS FROM DED			1370.97	236.77	1436.20
TAXABLE WAGES			1370.97	236.77	1436.20
LESS TAXES			171.48	236.77	1436.20
LESS DEDS			236.77	236.77	1436.20
EQ NET PAY			1436.20	236.77	1436.20
CURRENT	1776.92	405.95	1370.97	171.48	236.77
Y-T-D	41679.61	12093.98	29585.63	4435.51	2587.64

TO-DATE 401K PLAN 4341.89-

TO-DATE DELTA DENTAL 594.29-

TO-DATE PRTX BL CR EL 1512.70-

TO-DATE DPCAR 4615.20-

TO-DATE HLTHCR EXP 679.90-

TO-DATE LOAN1 1253.04

TOTAL TAXES 171.48 4435.51

AFTER-TAX DEDUCTIONS

DEP CARE-REIM 310.00-

VOLUNTARY LIFE 2.17 56.42

LOAN1 71.06 1253.04

HLTHCR REIMB 488.54

PERS PURCHASE 20.52

4,615.20

- 3,429.08

1,186.12

- 632.50 ex. G

\$ 553.62

Statement Of Earnings

Detach at perforation below and keep for your records.

A Payroll Service By Caridian

*(Please Print Clearly)*

05205

Employee ID #

☒ Biweekly    ☐ Monthly

*Your Pay Frequency (Check one)*

*[Signature]*  
Signed



Sisco, Shonnett

**From:** Nott, Theresa A  
**Sent:** Thursday, February 27, 2003 9:33 PM  
**To:** Duguay, Jean P  
**Cc:** O'Brien, Suzanne  
**Subject:** RE: Shonnet Sisco

Jean,

I do not even remember the spreadsheet - please see me in the morning so we can review. Where are we on this?

-----Original Message-----

**From:** Duguay, Jean P  
**Sent:** Thursday, February 27, 2003 6:03 PM  
**To:** Nott, Theresa A  
**Cc:** O'Brien, Suzanne  
**Subject:** Shonnet Sisco

Need to clarify some information on your spreadsheet summary regarding Shonnet's tax impact.

In the 'Summary' section, you have:

*Effect on Taxable wages is net of impacts of pre-tax deductions being reversed due to \$0 wages. This will reflect the actual reduction in W2 Box 1 Wages. Box 10 and 12 will reflect reversal of pre-tax deductions.*

Box 10 is dependent care deduction. If we reverse the \$961.50 in this box, we will also impact boxes 3 and 5 - Social Security wages and Medicare wages.

Additionally, refunding the remaining pre-tax deductions also impact Social Security and Medicare wages, but do not appear in box 12. This information is only captured as part of the total in box 1, 3, and 5.

Am I misunderstanding your spreadsheet?

Jean Duguay  
Goodwin|Procter LLP  
Phone - 617/570-1455  
Fax - 617/523-1231  
email - jduguay@goodwinprocter.com

8/14/2003

**Sisco, Shonnett**

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**From:** Hale, Robert M  
**Sent:** Sunday, March 16, 2003 10:22 AM  
**To:** Sisco, Shonnett  
**Subject:** Confidential

Shonnett:

I sent you a memorandum on January 24, 2003 by interoffice mail in a confidential envelope. Since your e-mail states that you have not received it, an electronic copy of what I sent is attached to this e-mail.

Rob Hale



Memo Sisco.DOC

-----Original Message-----

**From:** Sisco, Shonnett  
**Sent:** Friday, March 14, 2003 3:12 PM  
**To:** Hale, Robert M  
**Subject:** Factual Review of Alleged Policy Violations

In November 2002, you denied my request to provide a factual review of alleged policy violations regarding my salary deduction of August 2001. Shortly thereafter, I asked you to reconsider your denial and was informed that a decision would be made after you received a response from Julie Hackett. I am aware that Julie sent a copy of her response to you on January 6, 2003, but I have not received a response.

The explanation that Julie provided to me is an attempt to hide the discriminatory conduct of her staff. At the time of the deduction I was protected from retaliatory treatment based on my opposition of what I believed to be illegal activities which occurred in November 2000. During this time I received several harassing telephone calls from the benefits administrator. It was because of our prior conversations that she decided to deduct the amount from my salary. This action would violate the Firm's policy, if it were true. I am aware of the Firm's policy to suspend/limit an internal investigation when an employee has filed a complaint to an outside agency. I've assumed from your lack of response that you have declined my request, but I decided to contact you to confirm my opinion.

C O N F I D E N T I A L

M E M O R A N D U M

---

**To** Shonnett Sisco  
**From** Robert M. Hale, P.C.  
**Re** Your Request for Reconsideration  
**Date** January 24, 2003

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As you know, in an October 29, 2002 letter to me, you made an allegation of race discrimination and retaliation. I treated your letter as an allegation of a violation of the firm's Policy Against Discrimination, Harassment and Offensive Conduct Based on Legally Protected Status (the "Policy"). I also understood your letter to request a review under the Policy's procedures for a "Factual Review of Alleged Policy Violations." I further assumed that because you had directed the letter to me, I should take the role of the EEO Chair for purposes of this matter.

As explained in my November 11, 2002 memorandum to you, it was not apparent from your factual allegations that, even if true, the circumstances would involve a violation of the Policy. Based on that conclusion, I did not undertake a full review of the circumstances.

You responded by requesting reconsideration of my decision not to conduct a factual investigation. Based on the fact that you also informed the Director of Human Resources, Julie Hackett, of your allegations, I responded by stating that I would give consideration to your request once I had an opportunity to review any response from Ms. Hackett concerning your allegations.

I have now reviewed Ms. Hackett's January 6, 2003 memorandum to you. That memorandum speaks for itself in addressing your allegations. It further confirms my conclusion that your allegations would not support a finding that race or a retaliatory motive played any role in the firm's actions with respect to the matters that you raised. If there are facts that suggest that actions prohibited under the Policy nevertheless motivated the firm's actions, I would proceed to the next step under the "Factual Review" procedures. To this point, you have not presented facts that would warrant doing so.

RMH:mmk

GOODWIN | PROCTER

James W. Nagle, P.C.  
617.570.1233  
jnagle@  
goodwinprocter.com

Goodwin Procter LLP  
Counsellors at Law  
Exchange Place  
Boston, MA 02109  
T: 617.570.1000  
F: 617.227.8591

March 17, 2003

Thomas R. Gratzner, Esq.  
Belezos & Gratzner  
760 Adams St., Suite Three  
Dorchester MA 02122

Re: Shonnett Sisco

Dear Tom:

I am writing as counsel to Goodwin Procter LLP (the "Firm") to confirm our understanding regarding the short-term disability payments that the Firm advanced to Shonnett Sisco ("Ms. Sisco") and the worker's compensation payments that The Hartford Insurance Group ("Hartford") has now paid to the Firm.

As you know, the Firm advanced Ms. Sisco \$5,686.14 in short-term disability benefits while her worker's compensation claim was pending. Of that amount, the Firm contributed \$492.02 to her 401(k) account with Fidelity. Because Ms. Sisco has now been found eligible for worker's compensation benefits by Hartford in an agreement that has been approved by the Division of Industrial Accidents ("DIA"), she is obligated to repay the short-term disability amounts that the Firm advanced.

This letter confirms that Ms. Sisco has effectively repaid those amounts by: (1) allowing the Firm to reverse the \$492.03 contribution that it made to her 401(k) account; and (2) authorizing the Firm to accept the \$5,230.89 worker's compensation payment from Hartford consistent with the DIA agreement. These payments result in a slight overpayment of the short-term disability amount advanced by the Firm and, as a result, the Firm is tendering Ms. Sisco a check in the amount of \$367.77.

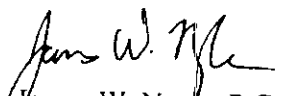
I am also enclosing a revised W-2 for Ms. Sisco that reflects the adjustments described above as well as a reconciliation sheet that details the mathematics.

GOODWIN | PROCTER

Thomas R. Gratzner, Esq.  
March 17, 2003  
Page 2

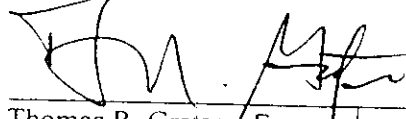
By signing this letter on behalf of the Firm, I confirm that Ms. Sisco has repaid the Firm the short-term disability amounts that were advanced to her. By counter-signing the letter, you confirm that the manner by which the repayment was accomplished is acceptable to Ms. Sisco and that this letter accurately reflects the agreement that we have reached.

Very truly yours,


  
James W. Nagle, P.C.

JWN:je

I acknowledge and agree on behalf of Shonnett Sisco that she has agreed to repay the short-term disability payments that were advanced to her in the manner described above in this letter agreement.

  
Thomas R. Gratzner, Esq.  
Attorney for Shonnett Sisco

499. ~~50~~ 4015  
70. 13 (K) Net  
179. 20 (K) Mel  
961. 50 (K) Dep. Can  
130. 75 (K) Health  
17. 50 (K) Grantee  
Pass

a Tax year/Form corrected 2002 / W-2		OMB No. 1545-0008		Safe, accurate, FAST! Use  Visit the IRS Web Site at www.irs.gov	
b Employee's name, address, and ZIP code SHORRETT SISCO 81 BRUTLER STREET DORCHESTER, MA 02124		<input type="checkbox"/> Corrected name (if changed, also complete box b) <input type="checkbox"/> Corrected address (if changed, also complete box b)		c Employer's name, address, and ZIP code COUDWIN PROCTER LTD EXCHANGE PLACE, 21ST FLOOR BOSTON, MA 02109	
d Employee's correct SSN 010-58-4527	Complete boxes g and/or h (below) only if incorrect on last form filed.		e Employer's Federal EIN 04-1378465		f Employer's state ID number
g Employee's incorrect SSN	h Employee's name (if incorrectly shown on previous form)				
Previously reported		Correct information		Previously reported	
1 Wages, tips, other compensation 29745.52	1 Wages, tips, other compensation 25918.92	2 Federal income tax withheld 25918.92	2 Federal income tax withheld 25918.92	2 Federal income tax withheld 25918.92	2 Federal income tax withheld 25918.92
3 Social security wages 29745.52	3 Social security wages 25918.92	4 Social security tax withheld 465.37	4 Social security tax withheld 465.37	4 Social security tax withheld 465.37	4 Social security tax withheld 465.37
5 Medicare wages and tips 34105.12	5 Medicare wages and tips 30278.58	6 Medicare tax withheld 439.66	6 Medicare tax withheld 439.66	6 Medicare tax withheld 439.66	6 Medicare tax withheld 439.66
7 Social security tips	7 Social security tips	8 Allocated tips	8 Allocated tips	8 Allocated tips	8 Allocated tips
10 Dependent care 4615.20	10 Dependent care 3653.70				
12 D-401K 4359.66	12 D-401K 3860.06				
16 State wages, tips, etc. 30095.52	16 State wages, tips, etc. 26268.92	13 Statutory employee <input type="checkbox"/>	13 Statutory employee <input type="checkbox"/>	13 Statutory employee <input type="checkbox"/>	13 Statutory employee <input type="checkbox"/>

Form W-2c (Rev. 12-2001)

Corrected Wage and Tax Statement

Copy C—For EMPLOYER'S RECORDS

Department of the Treasury  
Internal Revenue Service

Shonnett Sisco

Dependent Care Flexible Spending Account

Plan Year 2002

Annual Election: \$4,999.80

Biweekly (26) Payroll Deduction: \$192.30

2002	Deductions	Expenses	Reimbursements	Forward Balance	YTD Deductions	YTD Expenses	YTD Reimbursements	Annual Election
January	384.60			384.60	384.60			4,999.80
February	384.60			769.20	769.20			
March	384.60			1,153.80	1,153.80			
April	384.60	930.00	930.00	608.40	1,538.40	930.00	930.00	
May	576.90	387.50	387.50	797.80	2,115.30	1,317.50	1,317.50	
June	384.60			1,182.40	2,499.90	1,317.50	1,317.50	
July	384.60	824.00	824.00	743.00	2,884.50	2,141.50	2,141.50	
August	384.60	333.00	333.00	794.60	3,269.10	2,474.50	2,474.50	
September	384.60			1,179.20	3,653.70	2,474.50	2,474.50	
October	384.60	257.08	257.08	1,306.72	4,038.30	2,731.58	2,731.58	
November	384.60	387.50	387.50	1,303.82	4,422.90	3,119.08	3,119.08	
December	192.30	310.00	310.00	1,186.12	4,615.20	3,429.08	3,429.08	4,615.20 Stopped participant
2003								
January	632.50		632.50	553.62	4,615.20	3,429.08	4,061.58	553.62 Forfeiture
February								

9/25/2003

Document # 1438288



**Sisco, Shonnett**

---

**From:** Hackett, Julie A  
**Sent:** Wednesday, December 17, 2003 2:01 PM  
**To:** Sisco, Shonnett  
**Subject:** Re: T Pass Deductions

Hi shonnett,  
Hang is on vacation this week, so I can't check with her today, but will be certain to do so on Monday when she returns.

Thanks.

-----Original Message-----

From: Sisco, Shonnett <SSisco@goodwinprocter.com>  
To: Hackett, Julie A <JHackett@goodwinprocter.com>  
Sent: Wed Dec 17 13:55:15 2003  
Subject: T Pass Deductions

Hi Julie,

I received a voice message from Hang yesterday informing me of a problem with my T Pass deductions. I received deductions for a subway pass that was pre-taxed and a combo pass, which was deducted after taxes. Not only has this been Hang's responsibility for several years, but it's not customary to withhold deductions for T Passes after taxes. Therefore I don't understand how this happened. Over the past two years I've had too many "alleged" errors regarding my compensation, which has created a hostile working environment.

Please make a point to exercise reasonable care to prevent future harassment and/or "alleged" mistakes as it's causing me a great deal of stress and interfering with my work performance. Thank you.

EEOC Form 161 (3/98)

## U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

## DISMISSAL AND NOTICE OF RIGHTS

N

To: **Shonnett Sisco**  
**26 Brookview St.**  
**Boston, MA 02124**

From: **Boston Area Office**  
**John F. Kennedy Fed Bldg**  
**Government Ctr, Room 475**  
**Boston, MA 02203**

☐

On behalf of person(s) aggrieved whose identity is  
 CONFIDENTIAL (29 CFR § 1601.7(a))

EEOC Charge No.

EEOC Representative

Telephone No.

16C-2003-02049

**Anne R. Giantonio,**  
**Intake Supervisor**

(617) 565-3189

## THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

☐

The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.

☐

Your allegations did not involve a disability as defined by the Americans with Disabilities Act.

☐

The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.

☐

Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge.

☐

Having been given 30 days in which to respond, you failed to provide information, failed to appear or be available for interviews/conferences, or otherwise failed to cooperate to the extent that it was not possible to resolve your charge.

☐

While reasonable efforts were made to locate you, we were not able to do so.

☐

You were given 30 days to accept a reasonable settlement offer that affords full relief for the harm you alleged.

☐

The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.

☒

The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.

☐

Other (briefly state)

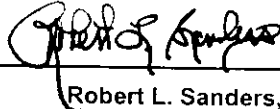
## - NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

**Title VII, the Americans with Disabilities Act, and/or the Age Discrimination in Employment Act:** This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit **must be filed WITHIN 90 DAYS of your receipt of this Notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a state claim may be different.)

**Equal Pay Act (EPA):** EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission



**Robert L. Sanders,**  
**Director**

Enclosure(s)

JUL 30 2004

(Date Mailed)

cc: **GOODWIN PROCTOR LLP**  
**Exchange Place**  
**Boston, MA 02109**

EEOC Form 161 (3/58)

## U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

## DISMISSAL AND NOTICE OF RIGHTS

To: **Shonnett Sisco**  
**26 Brookview Street**  
**Boston, MA 02124**

From: **Boston Area Office**  
**John F. Kennedy Fed Bldg**  
**Government Ctr, Room 475**  
**Boston, MA 02203**

☐

On behalf of person(s) aggrieved whose identity is  
**CONFIDENTIAL (29 CFR § 1601.7(a))**

EEOC Charge No.

EEOC Representative

Telephone No.

16C-2003-02528

**Anne R. Giantonio,**  
**Intake Supervisor**

(617) 565-3189

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The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.

☐

Your allegations did not involve a disability as defined by the Americans with Disabilities Act.

☐

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☐

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☐

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☒

The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.

☐

Other (briefly state)

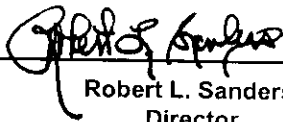
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On behalf of the Commission

  
**Robert L. Sanders,**  
**Director**

JUL 30 2004

Enclosure(s)

(Date Mailed)

cc: **GOODWIN PROCTOR, LLP**  
**53 Exchange Place**  
**Boston, MA 02109**

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

SUPERIOR COURT DEPT.

SHONNETT SISCO

Plaintiff,

- v. -

GOODWIN PROCTER LLP

Defendant.

Civil Action No. 04-2513E

2005-12-16 PM 2:41

**ANSWER OF GOODWIN PROCTER LLP TO PLAINTIFF'S COMPLAINT**

For its answer to plaintiff Shonnett Sisco's ("Plaintiff") Complaint, Goodwin Procter LLP ("Defendant") states as follows:

**FIRST DEFENSE**

Defendant answers each paragraph of the Complaint without waiving, but expressly reserving, all rights that Defendant may have to seek relief by appropriate motion directed to the allegations in the Complaint. Defendant answers the allegations set forth in the separately numbered paragraphs as follows:

**"Introduction"**

The first sentence of the Introduction contains only legal averments to which Defendant need not reply. Defendant denies the remaining allegations in the Introduction.

**"The Parties"**

1. Defendant is without knowledge or information sufficient to form a belief as to where Plaintiff resides, but admits the remaining allegations in Paragraph 1.

2. Defendant admits that it is a law firm and that it has an office at Exchange Place, Boston, Massachusetts in Suffolk County. Defendant is without knowledge or information sufficient to answer the averment with respect to the “principle” place of business.

**“Jurisdiction and Venue”**

3. Paragraph 3 contains only legal averments to which Defendant need not reply.

4. Paragraph 4 contains only legal averments to which Defendant need not reply.

**“Factual Allegations”**

5. Defendant admits that plaintiff signed a document on November 21, 2001 regarding her dependent care account, which is the best evidence of its contents. The second sentence<sup>1</sup> of Paragraph 5 contains only legal averments to which Defendant need not reply. With respect to the remainder of Paragraph 5, Defendant admits that the Goodwin, Procter & Hoar Flexible Benefits Plan Summary Plan Description and a Dependent Care Expense Plan 2002 Enrollment Form signed by the Plaintiff on November 21, 2002 are appended at Tab A of the Complaint and that said documents are the best evidence of their contents. Defendant denies the remaining allegations of this paragraph.

6. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 6. Defendant admits the allegations in the second sentence of Paragraph 6. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in the third sentence of Paragraph 6. Defendant admits that a copy of the Employer’s First Report of Injury dated September 11, 2002 and a memorandum from Mary Cuthbert to Plaintiff dated October 24, 2002 are appended to the

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<sup>1</sup> In referring to specific sentences of the Complaint’s paragraphs using ordinal numbers (“the third sentence of the paragraph”), Defendant is not counting Plaintiff’s parenthetical, italicized sentences.

Complaint at Tab B and states that those documents are the best evidence of their contents.

Defendant denies the remaining allegations of this paragraph.

7. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 7. Defendant admits that it reimbursed Plaintiff \$870.35, less applicable withholdings for the reasons set forth in a November 5, 2002 letter from Julie Hackett to Plaintiff's worker's compensation counsel, a copy of which is appended to the Complaint at Tab C and which is the best evidence of its contents. Defendant denies the remaining allegations in Paragraph 7.

8. Defendant admits that Plaintiff sent Robert Hale a letter dated October 29, 2002 which is appended to the Complaint at Tab D and is the best evidence of its contents. Otherwise, Defendant denies the allegations set forth in the first and third sentences of Paragraph 8. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in the second and fourth sentences of Paragraph 8, but denies that it discriminated against Plaintiff or retaliated against her in any way. Defendant denies the allegations in the fifth sentence of Paragraph 8. Defendant admits that a November 11, 2002 memorandum from Mr. Hale to Plaintiff is among the documents appended at Tab D and states that it is the best evidence of its contents. Defendant otherwise denies the allegations set forth in the sixth and seventh sentences of Paragraph 8. Defendant admits the allegations in the eighth sentence of Paragraph 8. Defendant is without information or knowledge sufficient to form a belief as to the truth of the allegations in the ninth sentence of Paragraph 8.

9. Defendant admits the allegations in the first sentence of Paragraph 9. Defendant admits that a copy of a November 21, 2002 statement of earnings from Defendant to Plaintiff is

attached at Tab E to the Complaint and that the statement of earnings is the best evidence of its contents. Defendant denies the remaining allegations in Paragraph 9.

10. Defendant admits that a December 3, 2002, e-mail from Kristen Fuller to Plaintiff is attached as Tab F to the Complaint and states that the e-mail is the best evidence of its contents. Defendant denies the remaining allegations in Paragraph 10.

11. Defendant admits that a document entitled "Agreement to Pay Compensation" is attached to the Complaint at Tab G and states that that agreement is the best evidence of its contents. Otherwise, Defendant denies the allegations in the first and second sentences of Paragraph 11. Defendant admits the allegations in the third sentence of Paragraph 11. Defendant is without information or knowledge sufficient to form a belief as to the truth of the allegations in the fourth sentence of Paragraph 11.

12. Defendant admits that an e-mail dated February 27, 2003 from Jean Duguay to Theresa Nott is attached to the Complaint at Tab H and states that the e-mail is the best evidence of its contents. Defendant denies the remaining allegations in Paragraph 12.

13. Defendant admits that a March 16, 2003 e-mail from Mr. Hale to Plaintiff (with an attachment dated January 23, 2003) is attached to the Complaint at Tab I and states that the e-mail and its attachment are the best evidence of their contents. Otherwise, Defendant denies the allegations in Paragraph 13.

14. Defendant admits that on March 17, 2003 James Nagle wrote a letter to Plaintiff's worker's compensation attorney Thomas Gratzner, which is the best evidence of its contents. Otherwise, Defendant denies the allegations in the first through fourth sentences of Paragraph 14. The fifth sentence of Paragraph 14 contains only legal averments to which Defendant need not reply. Defendant is without knowledge or information sufficient to form a belief regarding

the truth of the allegations in the sixth sentence of Paragraph 14 because it does not understand the allegations. Defendant admits that it reversed the \$961.50 on her W-2 and that her account had a balance of \$553.62 prior to the date on which balances had to be forfeited which was January 31, 2002, but denies the remaining allegations in the seventh sentence of Paragraph 14. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in the eighth sentence of Paragraph 14 because it does not understand those allegations.

15. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 15. Defendant admits that an April 3, 2003 e-mail from Julie Hackett to Plaintiff and a December 18, 2002 memorandum from Ms. Hackett to James Nagle are attached to the Complaint at Tab L and that those documents are the best evidence of their contents. Defendant denies the remaining allegations in Paragraph 15.

16. Defendant denies the allegations in the first sentence of Paragraph 16. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in the second sentence of Paragraph 16, although it denies that the information referenced is relevant. Defendant admits that the MCAD's Lack of Probable Cause ("LOPC") finding with respect to Plaintiff's September 3, 2003 MCAD charge is attached at Tab M to the Complaint and states that the LOPC is the best evidence of its contents. Otherwise, Defendant denies the allegations in the third sentence of Paragraph 16. Defendant admits that James Nagle appeared on behalf of Defendant at the MCAD proceedings, but denies the remaining allegations in the fourth sentence of Paragraph 16. Defendant admits the allegations in the fifth sentence of Paragraph 16. Defendant admits that a document from Defendant's "Attorney Directory" is



attached at Tab M to the Complaint and states that that document is the best evidence of its contents.

17. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in the first or second sentences of Paragraph 17. With respect to the third sentence of Paragraph 17, Defendant admits that a document entitled “Shonnett Sisco Dependent Care Flexible Spending Account Plan Year 2002” is attached at Tab N of the Complaint and states that that document is the best evidence of its contents, but Defendant is without knowledge or information sufficient to state whether the information shown on the document was correct when the document was created. With respect to the fourth sentence of Paragraph 17, Defendant states that Plaintiff’s W-2C is the best evidence of its contents and that the W-2C correctly reflects the amount credited to Plaintiff’s dependent care account, but Defendant is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations in the fourth sentence of Paragraph 17. Defendant admits that Plaintiff originally elected to withhold \$4,999.80 from her salary in 2002, but denies the remaining allegations in the fifth sentence of Paragraph 17. Defendant admits that it reimbursed Plaintiff for \$4,061.58 in dependent care expenses, but denies the remaining allegations in the sixth sentence of Paragraph 17. Defendant admits that it reimbursed Plaintiff for \$407.88 more than was ultimately credited to her dependent care account and that Plaintiff is liable for this difference, but otherwise denies the allegations in the seventh sentence of Paragraph 17. Defendant admits that \$407.88 plus \$553.62 equals \$961.50, but denies that the \$553.62 was forfeited and denies that the two amounts should be added together for any purposes relevant to this lawsuit. Defendant denies the allegations in the ninth sentence of Paragraph 17.

18. Defendant admits the allegations in the first two sentences of Paragraph 18. Defendant admits that Plaintiff made allegations about her workers' compensation benefits that were not relevant to her MCAD proceedings and which Defendant did not understand. Defendant further states that Defendant invited her to bring any concerns about her workers' compensation benefits directly to the Firm, which Plaintiff declined to do. Defendant otherwise denies the allegations in Paragraph 18.

19. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in the first, second, third, and fourth, fifth and eighth sentences of Paragraph 19. Defendant admits that a document entitled "Publication 503 Child and Dependent Care Expenses" is attached at Tab O to the Complaint and states that that document is the best evidence of its contents. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in the sixth sentence of Paragraph 19 because Defendant does not understand the allegations. Defendant denies the allegations in the seventh sentence of Paragraph 19.

#### **"Conclusion"**

20. Defendant denies the allegations in Paragraph 20.

21. The allegation in the first sentence of Paragraph 21 contains only legal averments to which Defendant need not reply. With respect to the second sentence of Paragraph 21, Defendant admits that Mr. Nagle wrote a letter to Mr. Gratzner on March 17, 2003 which is the best evidence of its contents, but denies that it was a "second" agreement. Defendant states that the remainder of the allegations in the second sentence contain only legal averments to which Defendant need not reply. Defendant denies the remaining allegations in Paragraph 21.

**SECOND DEFENSE**

Plaintiff fails to state a claim upon which relief may be granted.

**THIRD DEFENSE**

Plaintiff has not been damaged in the sums or the manner alleged, or in any sum or manner, at all.

**FOURTH DEFENSE**

Defendant has at all times acted in good faith in attempting to handle properly any payroll benefits or taxation issues regarding the Plaintiff.

• HEREBY ATTEST AND CERTIFY ON

DEC. 14, 2004, THAT THE

FOREGOING DOCUMENT IS A FULL,  
TRUE AND CORRECT COPY OF THE  
ORIGINAL ON FILE IN MY OFFICE,  
AND IN MY LEGAL CUSTODY.


MICHAEL JOSEPH DONOVAN  
CLERK / MAGISTRATE  
SUFFOLK SUPERIOR CIVIL COURT  
DEPARTMENT OF THE TRIAL COURT

BY 

ASSISTANT CLERK.

GOODWIN PROCTER LLP

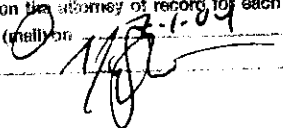
By its attorneys,



Jay Shepherd (BBO# 567844)  
Lurleen Manning (BBO# 655109)  
Shepherd Law Group, P.C.  
99 Summer Street, Suite 910  
Boston, MA 02110  
Telephone (617) 439-4200  
Fax (617) 439-4207

Dated: July 1, 2004

**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the above document  
was served upon the attorney of record for each other  
party by (hand) (mail) on  7/1/04